

ATTACHMENT 5

March 1, 2013
CONSOLIDATED COMMUNICATIONS OF FORT BEND COMPANY

PUC DOCKET NO. 41143
SOAH DOCKET NO. 473-13-2370

2013 MAR -1 PM 2:17

PETITION FOR RESOLUTION OF	§	BEFORE THE STATE OFFICE
COMPLAINT OF CONSOLIDATED	§	
COMMUNICATIONS OF FORT BEND	§	OF
COMPANY AGAINST BLUECAP, LTD. ,	§	
CAPRICORN, LTD. AND FREEWAY	§	ADMINISTRATIVE HEARINGS
PROPERTIES, LLC D/B/A KATY RANCH	§	
CROSSING REGARDING A	§	
COMPENSATION DISPUTE FOR	§	
BUILDING ACCESS AT THE	§	
COMMERCIAL DEVELOPMENT KNOWN	§	
AS KATY RANCH CROSSING AND	§	
REQUEST FOR EMERGENCY AND	§	
INTERIM RELIEF	§	

**DIRECT TESTIMONY OF KENNETH MILLER ON BEHALF OF CONSOLIDATED
COMMUNICATIONS OF FORT BEND COMPANY**

March 1, 2013

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1 **I. QUALIFICATIONS**

2 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND PRESENT**
3 **POSITION.**

4 A. My name is Kenneth Miller. My business address is 24403 Roesner Road, Katy, Texas
5 77494. I am a Director of Outside Plant Engineering for Consolidated Communications
6 of Fort Bend Company ("CCFB"). Until last week, my title was Outside Plant
7 Engineering Manager for CCFB.

8 **Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.**

9 A. I have thirty-one years of experience in installation, repair, construction, and engineering
10 for telecommunication cables, conduits, and facilities to residential and business
11 customers. I have spent those thirty-one years with CCFB and its predecessors. I started
12 with Fort Bend Telephone Company (a CCFB predecessor) as a construction worker and
13 have held a number of position related to the installation, repair, construction, and
14 engineering for telecommunication cables, conduits, & facilities since that time.

15 **Q. WHAT ARE YOUR DUTIES AND RESPONSIBILITIES AS A MANAGER FOR**
16 **CCFB?**

17 A. I direct the outside plant engineering group in the design, budget, installation and
18 completion of construction projects engineered to provide service to requesting customers
19 – both residential and commercial. In connection with these duties and responsibilities, I
20 routinely design construction projects and help implement the proposed construction by
21 visiting construction sites, communicating with property owners/managers and project
22 superintendents, and providing input during the construction phase.

23 **II. SCOPE AND PURPOSE OF TESTIMONY; SUMMARY OF TESTIMONY**

1 **Q. WHAT IS THE SUBJECT MATTER OF YOUR TESTIMONY?**

2 A. I am presenting testimony in support of CCFB's request for an order and/or agreement
3 granting it interim access to the Katy Ranch Crossing development (the "Development")
4 in Katy, Texas to serve commercial tenants currently requesting telecommunications
5 service. My testimony describes CCFB's attempts to serve requesting tenants with lease
6 spaces at the primary commercial structure at the Development (the "Building"). My
7 testimony also describes CCFB's proposal for provisioning the requesting tenants.
8 Finally, my testimony describes how CCFB generally provisions service to a requesting
9 tenant a commercial property.

10 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

11 A. CCFB has been unable to work with the property owner or his on-site contractors in
12 placing the telecommunications facilities necessary to serve tenants requesting service at
13 the Building. Nevertheless, CCFB has installed the necessary exterior facilities at the
14 Development (after obtaining an injunction in district court) and is ready to install
15 conduit into requesting tenant's lease space. There is sufficient space available to
16 accommodate the proposed CCFB installation and neither the property owner nor any
17 representative of the property owner has ever claimed otherwise. Additionally, the
18 proposed CCFB installation does not cause any valid safety concerns and neither the
19 property owner nor any representative of the property owner has ever claimed otherwise.

20 **III. ATTEMPTS TO SERVE AT KATY RANCH CROSSING**

21 **Q. PLEASE DESCRIBE YOUR INITIAL ATTEMPT TO FACILITATE THE**
22 **INSTALLATION OF CCFB FACILITIES AT THE DEVELOPMENT.**

1 A. Our first request for service at the Development came from Main Event, a tenant with a
2 lease space at the Building. Specifically, we received a request for eight "plain-old-
3 telephone-service" ("POTS") lines from Main Event in addition to a request for a
4 "circuit" to the Development from Level 3 Communications, a national
5 telecommunications service provider. Because these were our first service requests at the
6 Development, we determined that we would need to first place our exterior facilities at
7 the Development. Generally, CCFB's exterior facilities consist of conduits, hand holes,
8 fiber optic cable, and splice boxes. We install these facilities by trenching, plowing,
9 boring and placing conduits, hand holes and fiber optic cables within road or street right
10 of ways, utility easements, or mutually agreed upon locations to splice boxes strategically
11 located at the customer premise to provision services to requesting customers. On August
12 7, a member of my construction team, Rob Rychilk, reported that he spoke with David
13 Livingston, the on-site project superintendent at the Development, to discuss the location
14 of any utility easements at the property so that CCFB could properly place its
15 underground cabling. Mr. Livingston informed Mr. Rychilk that there were no easements
16 at the Development and that he (Livingston) was to work with the telecommunications
17 service provider En-Touch Systems only. At this point, we became concerned that the
18 property owner had an exclusive arrangement with En-Touch and that we would be
19 unable to install our exterior facilities prior to an imminent concrete-pour.

20 **Q. WHY WAS IT IMPORTANT TO INSTALL YOUR EXTERIOR FACILITIES**
21 **PRIOR TO THE CONCRETE POUR?**

22 A. Even though we only had one service request at the time, we needed to install our
23 exterior facilities to ensure that we could easily provision future requesting tenants. As

1 noted above, we accomplish this by installing underground cabling from an off-site
2 CCFB access point to a "splice box" located on the property. In order to provision a
3 requesting tenant from the "splice box," we run conduit from the splice box to the
4 tenant's lease space. Our fiber then "terminates" at a fiber terminal within the lease space,
5 and the tenant can then connect their interior facilities to the fiber terminal for service.
6 It's infeasible to serve each requesting tenant directly from an off-site access point, so
7 exterior construction on a property is generally necessary prior to a tenant request. The
8 goal is to set up our facilities to quickly provision a tenant if and when we receive the
9 request. If the property owner had completed the concrete pour prior to the exterior
10 installation, we would be required to drill through the concrete in order to install our
11 underground facilities at the Development and then re-pour the concrete to return the site
12 to its pre-installation condition. The process is much easier when we are allowed to work
13 with the contractors and sub-contractors on site prior to the completion of construction.

14 **Q. PLEASE DESCRIBE YOUR SUBSEQUENT ATTEMPTS TO FACILITATE THE**
15 **INSTALLATION OF CCFB FACILITIES AT THE DEVELOPMENT AFTER**
16 **THE PROPERTY OWNERS DENIED ACCESS.**

17 On August 13, our attorneys sent a letter to the property owner requesting access to the
18 Development. On August 28, Mr. Rychilk reported that he had spoken with a
19 representative for the Development and was again informed that CCFB would not be
20 allowed to access the Development without the written consent of the property owner.
21 The same day, Mr. Rychilk reported that he had spoken with Mike Baker, the property
22 owner, and that Mr. Baker advised him to get what he (Baker) needed from CCFB's
23 lawyers and get back with him. At the time, we assumed that Mr. Baker was requesting

1 an easement form for the proposed installation. Mr. Rychilk also reported that when he
2 (Rychilk) asked for Mr. Baker's contact information, Mr. Baker responded that CCFB's
3 lawyers had his contact information and that there was no reason for CCFB to contact
4 him again. On August 30, I sent Mr. Rychilk to the Harris County Courthouse to obtain a
5 plat of the Development so that our attorneys could prepare the easement form for Mr.
6 Baker's approval. On August 31, our attorneys sent another letter requesting access and
7 enclosed the proposed easement. On September 7, our attorneys received a response from
8 Mr. Baker asking for a proposed license agreement governing service at Main Event.
9 Because it was important to facilitate the installation of our exterior facilities under an
10 easement or other right-of-access, our attorneys sought an injunction to prohibit the
11 property owner from interfering with the exterior installation.

12 **Q. DID YOU TESTIFY AT THE INJUNCTION HEARING?**

13 A. No. On September 28, 2012 I attended the hearing for a preliminary injunction with the
14 attorneys for CCFB. I was prepared to testify as to our attempts to access the
15 Development and the importance of installing our exterior facilities prior to further
16 construction at the Development. However, the CCFB attorneys and the property owner's
17 attorney agreed to submit an order to the court granting the injunction.

18 **Q. WERE YOU ABLE TO INSTALL THE EXTERIOR FACILITIES AT THE**
19 **DEVELOPMENT AFTER THE PRELIMINARY INJUNCTION HEARING?**

20 A. Yes. In early October, my construction team installed the exterior facilities at the
21 Development. We installed cabling from the CCFB access point on Longhorn Ranch
22 Ave. (on the western edge of the Development) to the back side of the Building. We also
23 installed two "splice boxes" on the back side of the Building to facilitate future

1 provisioning. These splice boxes are attached to the Building. This installation is
2 reflected in Exhibit A.

3 **Q. WERE YOU ABLE TO PROVISION MAIN EVENT?**

4 A. No. By the time we secured the injunction, Main Event had withdrawn its service request.
5 Therefore, we did not attempt to negotiate interior access at that time. We assume that
6 Main Event is receiving telecommunications service from En-Touch.

7 **Q. WHY DO YOU BELIEVE THAT MAIN EVENT IS RECEIVING SERVICE**
8 **FROM EN-TOUCH?**

9 A. To our knowledge, En-Touch is the only other telecommunications provider situated to
10 provide service at the Development. From my visits to the Development, it appears that
11 En-Touch has installed its facilities in a similar manner to what we have proposed. En-
12 Touch has installed splice boxes on the back side of the Building and has run conduit
13 from the splice boxes into each tenant space. Aside from our splice boxes, there do not
14 appear to be any other telecommunications facilities at the Development. Additionally,
15 Mr. Rychilk reported to me that the project superintendent on-site stated that he was to
16 only work with CenterPoint Energy and En-Touch with respect to utility facilities at the
17 Development.

18 **Q. DID YOU MAKE ANY FURTHER ATTEMPTS TO INSTALL CONDUIT INTO**
19 **THE BUILDING AFTER MAIN EVENT WITHDREW ITS SERVICE**
20 **REQUEST?**

21 A. No. Without a live service request, there was no reason to attempt installation into the
22 Building. Once we completed installation of our exterior facilities, we ceased activity at
23 the Development.

1 **Q. PLEASE DESCRIBE YOUR ATTEMPT TO PROVISION THE SECOND**
2 **REQUESTING TENANT, GOODWILL.**

3 A. On November 29, we were again contacted by Level 3 Communications – this time on
4 behalf of Goodwill Industries of Houston. Level 3 requested service at Goodwill’s lease
5 space at the Development. CCFB stood ready to provide service at the splice box behind
6 the Building, but when Goodwill asked the on-site contractors to install conduit from
7 their lease space to the CCFB splice box, it was told that no conduit would be installed
8 due to “legal actions.” CCFB then contacted property owner’s real estate agent, CBRE.
9 Tina Omeilia, a project manager at CBRE, informed CCFB that it would not be allowed
10 to “cross the barrier of exterior to interior” until CCFB had “settled its litigation” with the
11 property owner. On December 17, our attorneys sent a letter requesting access to the
12 Goodwill lease space so that we could install conduit from the CCFB splice box. On
13 January 17, I generated plans detailing the necessary installation to provision Goodwill.
14 The plans called for the installation of two-inch “riser conduit” from the splice box to a
15 “core spot” twelve feet up the back of the Building. Next, we would have drilled a two-
16 inch hole at the “core spot” to the interior of the Building and then we would have
17 installed a gutter box on the interior of the Building and run one-inch conduit to a fiber
18 terminal in the Goodwill lease space. Fiber would then be “pulled” from the lease space
19 to the splice box. These plans are attached as Exhibit B. My understanding is that these
20 plans were attached to the petition the CCFB attorneys filed with the Public Utility
21 Commission of Texas (“PUC”). However, to date, we have been unable to undertake the
22 proposed installation.

23 **Q. HOW LONG WOULD THIS INSTALLATION HAVE TAKEN?**

1 A. Approximately one-to-two business days. We would have cooperated with property
2 owner and on-site contractors to install the facilities in a mutually agreeable time and
3 manner.

4 **Q. IN YOUR OPINION, WAS THERE ADEQUATE SPACE FOR THE**
5 **INSTALLATION DESCRIBED IN EXHIBIT B?**

6 A. Yes. We had the entire back side of the Building. To our knowledge, En-Touch was the
7 only other telecommunications provider running conduit into the Building, so we would
8 not have been crowding out other providers.

9 **Q. IN YOUR OPINION, WOULD THE INSTALLATION DESCRIBED IN EXHIBIT**
10 **B HAVE CAUSED A SAFETY CONCERN?**

11 A. No. En-Touch had installed their interior telecommunications facilities in a substantially
12 similar fashion without incident. Additionally, we install all telecommunications
13 infrastructure in accordance with all current local, state, and federal laws, rules, and
14 regulations, including, all building and electrical codes. Finally, our construction must
15 meet or exceed all applicable industry standards including National Fire Protection
16 Association (National Electric Code), Federal Communications Commission, Society of
17 Cable Telecommunications Engineers standards, and ANSI/TIA/EIA standards (TIA 568,
18 570-B, and 607).

19 **Q. DID THE PROPERTY OWNER OR ANY REPRESENTATIVE OF THE**
20 **PROPERTY OWNER EVER RAISE A SPACE OR SAFETY CONCERN WITH**
21 **RESPECT TO THE GOODWILL PLANS DESCRIBED IN EXHIBIT B?**

22 A. No.

23 **Q. IS THE GOODWILL REQUEST STILL IN EFFECT?**

1 A. No. Goodwill cancelled its request for service on January 22 because of the delay. We
2 assume that Goodwill is now receiving telecommunications service from En-Touch.

3 **Q. PLEASE DESCRIBE THE NEXT REQUEST FOR SERVICE AT THE**
4 **DEVELOPMENT AND YOUR ATTEMPTS, IF ANY, TO PROVISION.**

5 A. On January 11, we received a request for service from Guitar Center, another tenant at
6 the Development. Guitar Center requested service by January 18. As this was a new
7 request with a short timeframe, I included the CCFB plan to provision Guitar Center on
8 the Goodwill installation plan. That plan was substantially similar to our plan for
9 Goodwill and can be found on Exhibit B.

10 **Q. IS THIS REQUEST STILL IN EFFECT?**

11 A. Partially. Guitar Center cancelled its request for "POTS" service on January 24, leaving
12 only a request for a T-1 (high speed internet) line. We assume that Guitar Center is using
13 En-Touch at this point.

14 **Q. DID THE PROPERTY OWNER OR ANY REPRESENTATIVE OF THE**
15 **PROPERTY OWNER EVER RAISED A SPACE OR SAFETY CONCERN WITH**
16 **RESPECT TO THE GUITAR CENTER PLANS DESCRIBED IN EXHIBIT B?**

17 A. No.

18 **Q. PLEASE DESCRIBE THE NEXT REQUEST FOR SERVICE AT THE**
19 **DEVELOPMENT AND YOUR ATTEMPTS, IF ANY, TO PROVISION.**

20 A. On February 4, we received a request for service from Spec's Family Partners. Spec's
21 requested service by February 11. As this was a new request with a short timeframe, I
22 generated plans to provision Spec's which were attached to CCFB's Request for Hearing
23 on Interim Relief filed with the PUC on February 6. Those plans were substantially

1 similar to our plans for Goodwill and Guitar Center and can be found at Exhibit C. The
2 plans include our plan to provision Guitar Center, as both requests for service were in
3 effect at the time I generated them.

4 **Q. IS THIS REQUEST STILL IN EFFECT?**

5 A. No. Spec's cancelled its request on February 18. David Cantu of Spec's told us it was
6 cancelling its order because Katy Ranch property management stated that CCFB was "not
7 allowed on [the Katy Ranch] premises due to a pending lawsuit." We assume that Spec's
8 is using En-Touch at this point.

9 **Q. DID THE PROPERTY OWNER OR ANY REPRESENTATIVE OF THE**
10 **PROPERTY OWNER EVER RAISE A SPACE OR SAFETY CONCERN WITH**
11 **RESPECT TO THE SPEC'S PLANS DESCRIBED IN EXHIBIT C?**

12 A. No.

13 **IV. PROPOSAL FOR SERVICE AT KATY RANCH CROSSING**

14 **Q. PLEASE IDENTIFY ANY SERVICE REQUESTS CURRENTLY PENDING FOR**
15 **THE DEVELOPMENT**

16 A. The only remaining service request is Guitar Center's request for a T-1 line.

17 **Q. PLEASE DESCRIBE CCFB'S INSTALLATION PLANS WITH RESPECT TO**
18 **THE GUITAR CENTER SERVICE REQUEST.**

19 A. Our plans to provision Guitar Center are substantially similar to the plans we generated to
20 provision Goodwill. The plans call for the installation of two-inch "riser conduit" to a
21 "core spot" twelve feet up the back of the Building. We will drill a two-inch hole at the
22 "core spot" to the interior of the Building. We will then install a "gutter box" on the
23 interior side of the core spot and run one-inch conduit from the gutter box through two

1 “junction boxes” to a fiber terminal in the Goodwill lease space at the western end of the
2 Building. Fiber would then be “pulled” from the lease space to the splice box. These
3 plans are attached as Exhibit C.

4 **Q. IN YOUR OPINION, IS THERE ADEQUATE SPACE TO ACCOMMODATE**
5 **CCFB’S PROPOSED INSTALLATION FOR GUITAR CENTER?**

6 A. Yes. We have the entire back side of the Building to work with, and to our knowledge,
7 En-Touch was the only other telecommunications provider running conduit into the
8 Building. We are more than happy to cooperate with the contractors on-site (including
9 En-Touch) and the property manager to ensure that our infrastructure is installed in a way
10 that will not interfere with other utility providers at the Development.

11 **Q. IN YOUR OPINION, WOULD CCFB’S PROPOSED INSTALLATION RESULT**
12 **IN A SAFETY ISSUE AT THE PROPERTY?**

13 A. No. As I have mentioned, En-Touch has installed their interior telecommunications
14 facilities in a substantially similar fashion. Additionally, we install all
15 telecommunications infrastructure in accordance with all current local, state, and federal
16 laws, rules, and regulations, including, all building and electrical codes. Furthermore, our
17 construction must meet or exceed all applicable industry standards including National
18 Fire Protection Association (National Electric Code), Federal Communications
19 Commission, Society of Cable Telecommunications Engineers standards, and
20 ANS/TIA/EIA standards (TIA 568, 570-B, and 607). Finally, we are more than happy to
21 cooperate with the contractors on-site to ensure that our infrastructure is installed safely
22 and in a way that will not interfere or degrade any other improvement at the
23 Development.

1 **Q. PLEASE DESCRIBE HOW CCFB WOULD LIKELY INSTALL BUILDING**
2 **ENTRANCE FACILITIES TO ANY FUTURE REQUESTING TENANT AT THE**
3 **BUILDING.**

4 A. We would likely provision any other requesting tenants by running conduit from a
5 "junction box" above the tenant's lease space to a fiber terminal accessible to the tenant.
6 All conduit would be installed above the ceiling and would not take up leasable space in
7 the Building. We are not seeking to "pre-wire" the Building as En-Touch has already
8 done; we would simply install the conduit and pull the fiber to the terminal upon a tenant
9 request.

10 **Q. IN YOUR OPINION, WOULD THERE BE ADEQUATE SPACE TO**
11 **ACCOMMODATE CCFB'S INSTALLATION OF BUILDING ENTRANCE**
12 **FACILITIES TO ANY FUTURE REQUESTING TENANT AT THE BUILDING?**

13 A. Yes, for the reasons stated above. I would reiterate that we are more than happy to
14 cooperate with the contractor on-site (including En-Touch) or the property manager to
15 ensure that our infrastructure is installed in a way that will not interfere with other utility
16 providers at the Development.

17 **Q. IN YOUR OPINION, WOULD CCFB'S INSTALLATION OF BUILDING**
18 **ENTRANCE FACILITIES TO ANY FUTURE REQUESTING TENANT AT THE**
19 **BUILDING RESULT IN A SAFETY ISSUE AT THE PROPERTY?**

20 A. No, for the reasons stated above. I would reiterate that we are more than happy to
21 cooperate with the contractor on-site or the property manager to install our facilities in a
22 way that does not create a safety issue.

23 **V. SERVICE IN GENERAL**

1 **Q. PLEASE DESCRIBE HOW CCFB GENERALLY FACILITATES**
2 **INSTALLATION OF ITS INFRASTRUCTURE AT A NEW COMMERCIAL**
3 **DEVELOPMENT.**

4 A. Once we see that ground breaking has begun at a new commercial development, we
5 contact the on-site superintendant and request a set of plans to design the installation of
6 our facilities. In many cases, the superintendent or property owner will contact us to
7 request installation. After designing the installation, we make arrangements for
8 construction. Once we have made arrangements for construction with the on-site
9 contractor or applicable sub-contractor, we install cabling from the CCFB access point
10 (presumably off-site) along a public utility easement and into the property. We then
11 collaborate with the contractor (or applicable sub-contractor) to place our splice box(es)
12 on the property. In most cases, we place the splice boxes directly on the exterior of the
13 commercial buildings on-site. Once a tenant requests service, it will either "build out" to
14 our splice box (or ask the on-site contractor to build-out to our splice box). Once the
15 tenant has installed the necessary conduit, we can pull our fiber to a fiber terminal in the
16 tenant space and "turn up" service. If the tenant asks us to install the necessary interior
17 infrastructure, we install riser conduit to a "core spot" (where the exterior conduit will
18 enter the building). We will drill (or "core") a hole at the core spot and install a "gutter
19 box" on the interior of the tenants building. We would then run conduit from the gutter
20 box to a fiber terminal in the requesting tenant's lease space.

21 **Q. DOES THE INTERIOR CONDUIT YOU HAVE DESCRIBED TAKE UP**
22 **"LEASABLE SPACE" IN THE BUILDING?**

1 No. The interior conduit described is generally installed above the ceilings in the
2 commercial building to the tenant space. Fiber is then run from the conduit in the ceiling
3 to a fiber terminal located somewhere inside the lease space.

4 **Q. PLEASE DESCRIBE A SITUATION IN WHICH CCFB WOULD NEED**
5 **"LEASABLE SPACE" TO PROVISION TENANTS AT A PROPERTY.**

6 In my experience, CCFB almost never installs its interior facilities in a way that would
7 take up leasable space at a commercial building. When CCFB installs to an equipment
8 room in the building, all necessary equipment is generally installed in wall-mounted rack
9 spaces inside the equipment room. Sometimes the each tenant has an equipment room
10 and sometime there is a general equipment room for common housing of
11 telecommunications providers. However, because CCFB uses wall-mounts, it does not
12 generally use leasable space.

13 **Q. HOW DO THE OWNERS OF COMMERCIAL DEVELOPMENTS GENERALLY**
14 **REACT TO CCFB'S ATTEMPTS TO INSTALL INFRASTRUCTURE?**

15 A. As a general rule, property owners and property managers are happy to have us there.
16 Because we are the incumbent provider for a service area that encompasses Katy, most
17 property owners and property managers understand that their tenants will request CCFB
18 service at some point. If we can work with the contractors and sub-contractors at the
19 inception of the commercial construction, the process goes a lot smoother. We can get
20 our exterior facilities in the ground before the concrete pour, and we can install any
21 conduit the property owner requests. Obviously, if we have a requesting tenant at the
22 property, we have to install conduit to that tenant's lease space. However, if the property
23 owner requests it, we can install conduit into every lease space. This makes "turning up"

1 service to a requesting tenant even easier because we are not required to engage in a
2 piecemeal construction effort.

3 **Q. HAS A PROPERTY OWNER EVER DENIED YOU ACCESS TO THEIR**
4 **PROPERTY IN THE PAST?**

5 A. No.

6 **Q. HOW WOULD A LENGTHY NEGOTIATION PROCESS WITH THE OWNERS**
7 **OF COMMERCIAL DEVELOPMENTS AFFECT YOUR ABILITY TO**
8 **PROVISION REQUESTING TENANTS?**

9 A. Customers generally request service on a short timeframe. Even commercial tenants tend
10 to place their service orders expecting "turn-up" within one-to-two weeks. As a general
11 rule, we have made prior contact with the property owner and are ready to install conduit
12 upon a tenant request. However, if we were forced to wait out a multi-week negotiation
13 process between CCFB and property owners, we would probably lose the service request.
14 Here, we have lost (in whole or in part) service requests from four separate requesting
15 tenants. I would expect that result again if we were forced into a lengthy negotiation
16 period for access to the property.

17 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

18 A. Yes, it does.

AFFIDAVIT

AFFIDAVIT OF KENNETH MILLER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

1. "My name is Kenneth Miller. The foregoing testimony offered by me and the opinions stated therein are, in my judgment and based upon my professional experience, true and correct.
2. I am over the age of 21. I am not under any disability and I am fully competent to make this affidavit. I am an Outside Plant Engineering Director for Consolidated Communications of Fort Bend Company."

FURTHER AFFIANT SAYETH NOT.


Kenneth Miller

Sworn and subscribed to before me this 28 of February, 2013.


Notary Public

My commission expires: 8-26-14

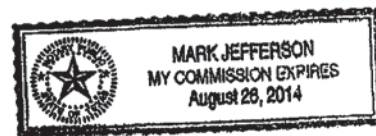


EXHIBIT A

EXHIBIT B

EXHIBIT C

